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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th April, 2026

No. 13/1/9975(621874)-HII(2)-2026/4306.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 55/2023 dated 15.01.202**6 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

THE CHANDIGARH BOTTLING COMPANY WORKER'S UNION (REGISTERED NO. 537/2005), REGISTERED OFFICE, CHEEMA BHAWAN, SECTOR 30-B, U.T. CHANDIGARH THROUGH ITS PRESIDENT AND GENERAL SECRETARY. (Workers Union)

AND

M/S CHANDIGARH BOTTLING COMPANY, PLOT NO. 177-F, INDUSTRIAL AREA, PHASE - I, U.T. CHANDIGARH THROUGH ITS MANAGING DIRECTOR / PROPRIETOR / GENERAL MANAGER (Management)

AWARD

1. Vide Endorsement No.13/1/9975-HII(2)-2023/8940 Dated 27.06.2023 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 19.08.2022 raised by The Chandigarh Bottling Company Worker's Union (hereinafter referred "workers' union") upon M/s Chandigarh Bottling Company *(hereinafter in referred "management")* under Section 2(k) of the Industrial Disputes Act, 1947 *(hereinafter in short referred "ID Act")* in following words :-

"Whether the demand raised in the demand notice dated 19.08.2022 by The Chandigarh Bottling Company Worker's Union (Registered No.537/2005) Registered Office, Cheema Bhawan, Sector 30-B, U.T. Chandigarh through its President and General Secretary AND The M/s Chandigarh Bottling Company, Plot No. 177-F, Industrial Area, Ph-1, U.T. Chandigarh through its Managing Director/Proprietor/ General Manager are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

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2. Upon notice, the workers' union appeared through its representative and statement of claim was filed. Briefly stated, the workers of the management were facing problems while performing their duties and Executive Committee held its meeting on 01.07.2022 and discussed the problems of the workers. The Executive Committee called the General Body of the workers' union to further discuss the issue and on 07.07.2022 held the meeting and finalised five demands and presented General Charter of Demands dated 19.08.2022 under Section 2(k) to the ID Act to the respondent-employer. Further, the respondent-employer did not respond to the General Charter of Demands and the same was filed before the Assistant Labour Commissioner, U.T. Chandigarh with the prayer to summon the respondents and to initiate the conciliation proceedings on the General Charter of Demands for acceptance and implementation of the same. However, no fruitful result came out and failure report bearing endorsement dated 26.04.2023 was submitted by the Assistant Labour Commissioner.

3. It is stated that the members of the workers' union are entitled to 20% increase in the present wages and the management is earning good profits with the sales of its products. It is stated that it has become difficult for the workers to run their household due to sky rocketing prices of essential commodities. Further, they were entitled to house rent allowance as house rents in the Union Territory Chandigarh and its periphery are very high. A small room is not available below ` 4,000/-per month plus water and electricity charges and these rates are beyond from the approach of the workers. Therefore, there is a demand of ` 3,000/- per month as house rent allowance. The management had stopped issuing wages slips to its workers. Earlier the wage slips were issued to the workers as per law. It is requested that all the workers may be issued wage slips on or before the pay day every month. Further, nomination of the workers have not been entered in the Provident Fund Account. Further, as per settlement, the uniforms were distributed among the workers. The union feels that though leather shoes are being provided but no socks are provided, as such complete working uniforms including two pairs of good quality socks is demanded. It is stated that the demands raised by the workers' union is genuine & justified as the financial position of the management was very good & sound and further acceptance & implementation of the demands will improve working capacity of the workers and will develop more cordial relationship between the workers' union and management. Hence, the claim statement.

4. The management contested the demands of the workers' union and filed written statement submitting that the contents of the claim statement are devoid of merits, justification and substance and based on misconception of fact &law and the claim statement was filed with a malafide intention. The management had taken preliminary objections inter alia on the ground that the present dispute does not fall within the character of 'Industrial Dispute' under Section 2(k) of the ID Act and the same was not supported by valid resolution. The charter of demand was not espoused by an appreciable number of workmen and even otherwise, the union does not have any right or cause of action to serve this charter of demand upon the management. On merits, it is stated that the workers of the establishment were not facing any problem, as alleged. The alleged Executive Committee of union was never elected by the workmen of the management and they did not possess any right to file the claim statement. The signatories of the charter of demand were neither competent nor authorised in proper manner to raise the charter of demand. It is denied that five demands were finalised in the course of meeting conducted on 07.07.2022. It is stated that the establishment has been paying reasonable wages and benefits to its employees, therefore, no cause or ground exists with the Union to raise the demands upon the management. It is submitted that the demand for seeking increase in rate of wages highlighting sky rocketing prices to the extent of 20% of the existing wages is irrational, illogical, baseless, vague and not supported by any corresponding data. The demands of the workers' union was financial demand and the management does not have sufficient business / resources to meet with its demand. The cost of operation is raising whereas the income is depleting on account of stiff competition and lack of productivity. The employees were being paid over & above the minimum rate of wages and the management cannot concede the demand of 20% increase in existing wages in a mechanical manner. However, the Wages of the employees are fixed on the basis of consolidated package which cover the cost of accommodation, therefore, there was no requirement to demand additional cost of accommodation in the shape of house rent allowance. However, the wage slips on monthly basis were being issued to every employee before disbursement of salary, therefore there was no occasion or justification to raise that demand. It is further submitted that all the eligible employees were made

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subscribers / members of the EPF Act and their nominations have been submitted with Employees' Provident Fund Organisation. That legislation is complete code in itself and the matter falling with the jurisdiction of above legislation and cannot be raised by raising the industrial dispute. Further, socks were not part of uniform notified by the management. The socks are part of inner clothing for which neither any policy has been introduced nor any commitment was made. There was no practice in the industry to give socks as part of uniform. There was no justification for claiming the demands. There was no surplus funds available to meet these demands. The business of the management was continuously declining and a prayer was made for dismissal of the claim statement.

5. The workers' union filed replication to the written statement wherein it reiterated the contents of the claim statement and opposed the averments made by the management in its written statement.

6. From the pleadings of the parties, following issues were framed vide order dated 17.11.2023 :-

1. Whether the demand raised in the demand notice dated 19.08.2022 by the workers' union is genuine and justified ? If so, to what effect and to what relief the workers' union / workmen are entitled to, if any ? OPW
2. Whether the claimant has no cause of action ?OPM
3. Whether the claim statement is not maintainable in the present form ? OPM
4. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workers' union, Jatinder Singh Raj appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of general body meeting dated 07.07.2022 of the union	**Exhibit 'W1'**
Self attested copy of his aadhar card	**Exhibit 'W2'**
Demand charter dated 25.07.2023	**Exhibit 'W3'**
Failure report bearing Endst. No.1230 dated 26.04.2023 of Conciliation Officer, U.T. Chandigarh	**Exhibit 'W4'**

9. The workers' union examined Raghu Raj appeared as AW2 and tendered his Exhibit 'AW2/A' and thereafter the Learned Representative for the workers' union closed the evidence on behalf of the workers' union in affirmative.

10. In evidence of the management, Sanjiv Gupta - Manager Accounts appeared as MW1 and tendered into evidence his duly sworn-in affidavit Exhibit 'MW1/A' along with documents :-

Authority letter dated 09.09.2024 issued in his favour by the management	**Exhibit 'M1'**
Copy of certificate dated 04.09.2024 issued by Chartered Accountant	**Exhibit 'M2'**
Copy of agreement dated 03.03.2022 between M/s Satvika Traders and M/s Chandigarh Bottling Firm	**Exhibit 'M3'**
Copy of wage slips for the month of August, 2024 issued to Jitender Singh and Raghu Raj	**Exhibit 'M4' & Exhibit 'M5'**

Thereafter, the Learned Representative for the management closed the evidence.

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11. No rebuttal evidence was led by the workers' union.

12. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

13. The workers' union is required to prove the said issue.

14. Learned Representative for the workers' union submitted that the workmen have raised five demands which are genuine in nature. The financial position of the management is very good and sound. He argued that the implementation of the demands raised by the workers will improve their efficiency and result in development of more cordial relationship between the workers' union and the employer.

15. On the other hand, Learned Representative for the management submitted that so called workers' union lacks legal representation, authorisation and representative character to file the claim. He argued that the minimum wages notified by the Government of U.T. constitutes the complete pay package. There was no evidence to the effect that AW1 and AW2 were duly elected office bearers of registered union. A prayer was made that the workers' union was not entitled to any relief.

16. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

17. AW1 Jatinder Singh vide his affidavit Exhibit 'AW1/A' deposed that he was elected General Secretary of the workers' union with registration No.537/2005 and he was authorised by the general body of the workers' union to pursue the charter of demand. He placed on record copy of the resolution of the workers' union dated 07.07.2022 (Exhibit 'W1') along with his self-attested copy of Aadhar card (Exhibit 'W2'). He deposed that the workers of the management were facing some serious problems while performing their duties and meeting of ExecutiveCommittee was held on 01.07.2022 wherein the problem of workers was discussed and the general body of the workers? union to discuss and to finalise the issue and on 07.07.2022, the general body held meeting and finalised five demand raised before the management. The general body of the union authorised the President and the General Secretary of the Union to present charter of demands before the management and the President and General Secretary presented the general charter of demand dated 19.08.2022 under Section 2(k) of the ID Act containing five demands but the management did not respond to the same till 29.08.2022 and the same was filed before the Assistant Labour Commissioner, U.T. Chandigarh with a prayer to initiate the conciliation proceedings. The conciliation proceedings were initiated and it concluded on 03.02.2023 without any fruitful outcome and accordingly, the failure report (Exhibit 'W4') was submitted. He deposed that first demand related to increase of rate of wages of the workers of the management the sky rocketing prices of essential commodities has made the life of workers and their families very difficult and the general body meeting decided to demand 20% increase in the present wages and the said demand was genuine as the company wasearning good profit. He submitted that the workers' union raised a demand of house rent allowance as the Union Territory Chandigarh is a very expensive area and the smallest accommodation in Chandigarh is not available below ` 4,000/- per month. The union demanded ` 3,000/- as house rent allowance per month in addition to the increased rate of wages. He deposed that the workmen required issuance of wage slip. The management had stopped issuing the wages slips to the workers. All the workers may be issued wage slips on or before pay day every month. The fourth demand raised related to nominee of all the workers in PF Account. He testified that majority of workers were facing problem of having no nomination in their provident fund account. The union demanded that the management may arrange nomination forms from the Provident Fund Commissioner and get nomination of the workers entered in the PF account. Fifth demand pertained to complete working uniform for all workers. As per previous settlement, uniforms were distributed among the workers, though leather shoes were being provided but no socks were

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provided. The workers' union demand two pairs of good quality socks with complete working uniform. AW2 vide his affidavit Exhibit 'AW2/A' also corroboratedthe testimony of AW1 on material particulars.

18. Mr. Sanjeev Gupta - Manager Accounts vide his affidavit Exhibit 'MW1/A' deposed that the respondent entity is a partnership firm and on account of restructuring of business operationsis doing the business of handling logistic operations for the delivery of beverages. Earlier, the respondent-entity was also doing the trading operations which were discontinued due to continuous losses in the financial year 2021-22 and management entity was providing logistic support service to the dealer of soft drinks and worked on thin margin. Currently the management entity was providing logistic support service to M/s Satvika Traders with limited margins. There was no client or income from business operations other than above mentioned client in the work of logistic support services. All the employees working in the management entity were exclusively engaged in the activity of providing logistic support services i.e. delivery of cold drinks and beverage bottles / packs from trader to shopkeepers to M/s Satvika Traders situated at Plot No.55-60, Makhanmajra Road, Behlana, Chandigarh. He deposed that there were 46 workers in the entity and they were provided the benefit of minimum wages, holidays, over time, leave, ESI, EPF, Bonus and also a provision of gratuity which was regularly paid to the employees from the date of original enrollment. He stated that operational cost and salary for the financial year 2023-24 (provisional) was ` 1,54,24,412/- incurred on for running business and monthly business receipt was ` 1,52,11,459/- and therefore, the income from the business is very meager and not sufficient to meet with the legitimate demands raised by the workers' union. He testified that the management had not sufficient income from business operation to meet their financial burden. The minimum wages werenotified by the Government after taking into consideration the price rise and cost of living index. The minimum rate of wages was also reviewed and revised after a gap of six months and the said benefits were extended to the employees by the management. The management entity was not engaged in the selling of products but deriving its profits by providing services to the clients. Minimum wages of rates included the factor of house rent allowance and the management was providing wage slips to its employees and updating the nomination under EPF Act, 1952. The benefit of previous settlement was extended to the employees.

19. It transpires from the record that the workers' union with its registered office at Cheema Bhawan, Sector 30, U.T. Chandigarh through President and General Secretary has filed the statement of claim raising five demands. The said statement of claim is stated to have been signed by Raghuraj - President and Jitender Singh - General Secretary. The statement of claim mentions that the meeting of Executive Committee was held on 01.07.2022 and problems of workers were discussed and it called the general body of the union to further discuss the issue and on 07.07.2022 the general body of the union held its meeting and finalised five demands.

20. Jitender Singh has placed on record copy of General Body Meeting dated 07.07.2022 of the union (Exhibit 'W1'). Perusal of the said document (Exhibit 'W1') reveals that the same is a photocopy. The original extract of General Body Meeting dated 07.07.2022 has not been placed on record. The said extract does not mention as to when the meeting has started and ended. The minutes of the meeting has not been mentioned in the same. Moreover, the date of meeting mentioned in the Exhibit 'W1' appears to have been corrected from 07.07.2020 to 07.07.2022. Surprisingly the said correction does not bear any initialsof the office bearer of the workers' union. There is no document on record showing that the meeting was held on 01.07.2022. AW1 in his oral testimony has admitted that there were 51 members of the workers' union. Admittedly, the details of the members of the workers' union have not been placed on record. Further, no subscription fee slips of the members of the workers' union have been produced on record. The copy of the extract of General Body Meeting (Exhibit 'W1') reveals that the said document had conferred a limited authority to present demands before the management for negotiation and in case of failure of the negotiations, to approach the Assistant Labour Commissioner. The said extract has nowhere authorised to file claim or representation before this Tribunal. There is no evidence produced on record by AW1 and AW2 to the effect that the said persons were duly elected office bearers of registered workers' union and representatives of the workers' union. AW1 has admitted that annual elections were held. Further no constitution of workers' union has been produced on record. There is no material produced by AW1 & AW2 to the effect that elections of the workers' union

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were held and the workers' union was not a self-styled body. No authorisation given by the workmen have been produced on record wherein they have authorised AW1 and AW2 to depose as witness and peruse their demands against the respondent-management. There is nothing on record produced by AW1 and AW2 to the effect that the workmen have collectively espoused the charter of demand or authorised them to adjudicate the dispute.

21. AW1 and AW2 vide their examination-in-chief stated that the demand pertained to increase in rate of wages to the extent of 20% is genuine. During his cross-examination he admitted that workers' union had not conducted any survey of parallel industry before raising the demand of 20% hike in salary. He further admitted that the management had paid minimum wages and dearness allowance from time to time as notified by the Labour Department. He also admitted that prior to raising the charter of demands, the workers' union has neither examined balance sheet nor books of accounts showing that the management has available surplus funds to meet with the said demands.

22. The workmen had also raised the demand of house rent allowance. Admittedly Exhibit 'W1' does not contain any details as to how many workers were living in rented accommodation and how many workers were residing in their own house and how many workers were entitled to house rent allowance. The perusal of the cross-examination of AW1 reveals that he admitted that the company issuedwage slips every month to its workers and he suffered voluntarily statement that the photocopy of wage slip is provided to the workers with incomplete details and many times the workers' union had filed a complaint with the Labour Department. He admitted that no letter was written to the Labour Department complaining that no action has been taken on the complaint regarding wage slip. The said witness admitted that the nomination to the Provident Fund Department was filled by the workers themselves and the said information is submitted online. Exhibit 'W1' does not contains any details about the nomination submitted by the workers. AW1 in his oral testimony has stated that incomplete uniform was being provided to the workman. However, during cross-examination, he admitted that on 12.12.2022, the workers' union had effected compromise with the management regarding uniform and in the said compromise, there was no offer to supply socks. The workers' union by way of filing statement of claim have raised charter of five demands and burden of proof laid upon the workers' union. Self-serving oral evidence or affidavit is not sufficient evidence to discharge the onus. The workman was required to discharge this burden by producing cogent and convincing evidence to prove the financial capacity of management and as well as proof of due authorisation and representative capacity to file and prosecute the present claim on behalf of the remaining workmen. However, the workers' union has failed in this regard and resultantly, this issue stands decided against the workers' union and in favour of the management.

Issue No. 2 & 3

23. Onus to prove both the said issues was on the management. Learned Representative for the management has not pressed these issues during the course of arguments. Both the said issues stand decided accordingly.

Relief

24. In view of the aforesaid findings No. 1, the industrial dispute in hand stands declined and answered against the workers' union. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 15, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th April, 2026

No. 636053-HII(2)-2026/4308.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment?s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 26/2026 dated 14.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SATBIR KUMAR S/O SH. KISHORE LAL, R/O HOUSE NO. 4762, SECTOR 38 (WEST), CHANDIGARH. (WORKMAN)

AND

1. MUNICIPAL CORPORATION CHANDIGARH (THROUGH ITS COMMISSIONER), ADDRESS : NEW DELUXE BUILDING, SECTOR 17, CHANDIGARH - 160017.

2. CHIEF ENGINEER, ENGINEERING BRANCH, MUNICIPAL CORPORATION, CHANDIGARH, ADDRESS : NEW DELUXE BUILDING, SECTOR 17, CHADIGARH - 160017.

3. EXECUTIVE ENGINEER (XEN), MUNICIPAL CORPORATION PUBLIC HEALTH (WATER SUPPLY), DIVISION NO.3, SECTOR 37 C, WATER HOUSE CHANDIGARH.

4. M/S DEEPAK BINDRA GOVERNMENT CONTRACTOR, THROUGH ITS PROP. / PARTNER / DIRECTOR / MANAGER / AUTHORISED SIGNATORY. H. NO. 717-A, MIG SUPER, PHASE XI, SAS NAGAR, MOHALI PUNJAB.

5. M/S SAINI ENTERPRISES THROUGH ITS PROP. RAMAN SAINI.

   ADDRESS : H.NO. 101, SAINI VIHAR, PHASE 5, BALTANA.

6. M/S SECURE GUARD SECURITY & MANPOWER SERVICES, THROUGH ITS PROP. / PARTNER / DIRECTOR / MANAGER / AUTHORISED SIGNATORY.

   PLOT NO. 151, INDUSTRIAL AREA, PHASE - II, CHANDIGARH - 160002.

7. M/S A TO Z SERVICES,

   ADDRESS: SCO NO.20, JAIN TOWER, FIRST FLOOR, ADJOINING PUNJAB NATIONAL BANK, AMBALA CHANDIGARH, HIGHWAY, ZIRAKPUR - 140603. (MANAGEMENT)

AWARD

1. Workman Satbir Kumar has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 (here-in-after in short called 'ID Act').

2. Briefly stated, the workman was engaged through oral process by management No.1 to 3 w.e.f. 01.08.2018 as Tube Well Operator / Multi Task Worker and his last place of working was at tubewell booster, Sector 38 (West), Chandigarh. His last drawn wages were ` 21,600/- per month and after deductions he was

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receiving about ` 19,800/- per month. He was under the direct control & supervision of the officers of management No. 1 to 3. He remained in continuous and uninterrupted employment of the management with the meaning of Section 25-B of the ID Act. On 16.07.2025, the Junior Engineer of management No.1 to 3 orally informed the workman that his services were no longer required and he stood terminated with immediate effect. The management has violated Section 25F, 25G & 25H of the ID Act. A prayer was made that he may be reinstated into service with continuity of service, full back wages and all other consequential benefits.

3. During the pendency of the industrial dispute in hand, case taken up in the National Lok Adalat. The parties settled their dispute amicably. Workman Satbir Kumar made the statement, which is recorded separately and runs as under :-

> *"Stated that the respondent has allowed me to join the duties as Tubewell Operator and I have joined the same on 2/2/2026. Now I don't want to pursue present case and want to withdraw it."*

4. In view of the aforesaid statement, the industrial dispute in hand stands disposed as settled by way of compromise. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 14, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th April, 2026

No. 636048-HII(2)-2026/4304.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 15/2022 dated 11.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AJIT SINGH RANIWAL S/O SH. KARTAR SIGH RANIWAL, AGED 34 YEARS, R/O HOUSE NO. 183, PART 2, SECTOR 20, PANCHKULA. (WORKMAN)

AND

1. THE MANAGING DIRECTOR / OCCUPIER AND MANAGER M/S A.P. ENTERPRISE [REGD.] PLOT NO. 245, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH.

2. THE PROPRIETOR / OCCUPIER AND MANAGER, M/S SYSLOGICS TECHNOLOGIES PVT. LTD, PLOT NO. 245, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH.

3. THE MANAGING DIRECTOR / OCCUPIER AND MANAGER, A.P. PAPER MILLS LTD., VILLAGE SAIDPURA, BARWALA ROAD, TEHSIL DERA BASSI, DISTT. S.A.S. NAGAR. (MANAGEMENT)

AWARD

1. Workman Ajit Singh Raniwal has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman in his claim statement submitted that he was engaged by the management through its Proprietor / Occupier & Manager w.e.f. 01.11.2010 as Marketing. He had continuously worked right up to 5th July, 2020 and performed his duties to the best of his abilities as per instructions of the management and there was no single complaint regarding his job & conduct. He was orally appointed by the A. P. Enterprises, Plot No.245, Industrial Area, Phase - I, Chandigarh *(here-in-after referred as 'management No.1)* where the management was engaged in business of craft papers, disposal plates, paper board (Gatta). The managementis also running the same type of business under the name & style of M/s Syslogics Technologies Pvt. Ltd. *(here-in-after referred to as 'management No.2).* Another company was being run in Dera Bassi as M/s A. P. Papers Mills Ltd. at Village Siadpura, Barwala Road, Tehsil Dera Bassi, Distt. SAS Nagar *(here-in-after referred to as 'management No.3).* All the three factory offices were controlled by the same management and his services were also utilized in the factory and in the office, as per needs of the management vide verbal orders. The workman was appointed by the management No.1 and terminated by management No.2 and during his services tenure his services were also availed by management No.3. His last drawn wages were ` 20,800/- per month.

3. The workman stated that on 16.07.2020, the management terminated his services without giving any prior notice. He approached the management but the Proprietor refused to allow to join him on duty and did not give any reason of termination. The behaviour of the management shows their malafide intention in terminating his services which is violative of principles of natural justice. The workman is totally unemployed and after his termination, the management did not pay or offer notice pay in lieu of notice period to the workman. Juniors to the workman were retained in service and management has acted in violation of Section 25F, 25G & 25H of the ID Act. It is stated that the management had never issued any appointment letter, attendance card and wage slip to the workman. His signatures were never obtained in attendance register. No service condition was given to the workman which shows malafide intention on the part of the management. It

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is stated that the management was adopting unfair labour practice and terminated his services without any rhyme & reason. It is prayed that he may be reinstated in service with full back wages and continuity of service.

4. Upon being put to notice Shri Sushil Kumar,Proprietor of M/s A. P. Enterprise and Director of management No.2 appeared on behalf of management No.1 & 2. None appeared for management No.3 and management 3 was proceeded against ex-parte vide order dated 17.11.2023. Thereafter, Shri Sachin Sharma - Learned Representative for management No.1 & 2 filed the power of attorney on behalf of management No.1 & 2 and filed separate written statements on behalf of management No.1 & 2.

5. Management No.1 filed written statement submitting that the workman had worked with management No.1 i.e. A.P. Enterprises till 5th July, 2020 and his services were terminated on 16th July, 2020. The workman remained absent for about 10 days w.e.f. 7th July, 2020, as 6th July was Sunday. On 16th July he was asked to report for duty as the condition was normal after COVID-19 pandemic but he did not join duty and continued dilly dallying that he will join after few days. It is learnt that during COVID pandemic, the workman had established his business of making bags and readymade garments and marketing them. The management had never terminated his services but he has deserted his job of his own. The workman wasasked to join the duty or to treat one month notice from 16th July, 2020 but he failed to join his duty. As per notice, he was entitled to salary up to 15th August, 2020 but he was paid salary through cheque for full month of August, 2020. It is prayed that the claim filed by the workman was false and same may be dismissed.

6. Management No.2 filed written statement raising preliminary objections inter alia that no relationship of employer & employee existed between management No.2 & workman as he was never employed by management No.2;no cause of action arisen in favour of the management; the workman has not approached this Court with clean hands and suppressed the material facts. All the dues of the workman were duly paid management No.1 and management No.2 was having no concern with the workman. A prayer was made for dismissal of the claim of the workman.

7. The workman filed separate replications to the written statements filed by management No.1 & 2 wherein he reiterated the contents of the claim statement and denied the averments made by the management in their written statements.

8. From the pleadings of the parties, following issues were framed vide order dated 04.07.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and to what relief he is entitled to ?OPW
2. Whether the workman has no cause of action and locus standi ? OPM (management No.2)
3. Whether the workman has not approached the Court with clean hands ? OPM (management No.2)
4. Relief.

9. Thereafter, both the parties were called upon to lead their respective evidence.

10. In evidence of the workman, workman appeared in the witness box as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents :-

Receipt dated 09.03.2020 issued by Syslogics Technologies Pvt. Ltd. for sum of ` 20,800/-	**Exhibit 'AW1/1'**
Identity cards (3 in Nos.)	**Exhibit 'AW1/2' to Exhibit 'AW1/4'**

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Authority letter dated 27.09.2019 issued by A.P. Enterprise (registered) to the Registering & Licensing Authority, Sector 17, Chandigarh	**Exhibit 'AW1/5'**
Certificate dated 15.04.2020 issued by M/s Syslogics Technologies Pvt. Ltd. relating to the workman	**Exhibit 'AW1/6'**
Experience certificates dated 12.03.2013 and 03.02.2015 issued by Director, A.P. Paper Mills Ltd.	**Exhibit 'AW1/7' & Exhibit 'AW1/8'**
Particulars of owner and the authorised person submitted by Owner / Director, A.P. Paper Mills Limited to the Registering & Licensing Authority, U.T. Chandigarh vide letter dated 26.02.2018	**Exhibit 'AW1/9'**
Another authority letter dated Nil issued from Director, A.P. Paper Mills Limited to the Registering & Licensing Authority, U.T. Chandigarh containing details of the applicants and the authorised person	**Exhibit 'AW1/10'**
Letter dated Nil issued from Syslogics Technologies Pvt. Ltd. to the Registering & Licensing Authority, U.T. Chandigarh containing the specimen signature of the authorised person along with the particulars of the Owner and authorised person	**Exhibit 'AW1/11'**

11. The workman also examined Prabhakar Kumar Singh S/o Shri Bhrigunath Singh, R/o House No.1423, Ground Floor, Sector 26, Panchkula as AW2, who tendered in evidence his affidavit Exhibit 'AW2/A' and thereafter Learned Representative for the workman closed the evidence on behalf of the workman in affirmative.

12. In evidence of the management, Sushil Kumar Jusht - Partner, M/s A. P. Enterprises and Director of M/s Syslogics Technologies appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A'. Thereafter, the Learned Representative for management closed the evidence on behalf of management No.1 & 2.

13. No evidence in rebuttal was led by the workman.

14. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1, 2 & 3

15. All these issues are taken up together being interlinked and for the sake of brevity.

16. The workman was required to prove issue No.1 whereas management No.2 was required to prove issue No.2 & 3.

17. Learned Representative for the workman submitted that the workman had rendered 10 years of service to the management but his services were discontinued without any rhyme & reason on 5th July, 2020. He submitted that the workman was unemployed since his termination and therefore, he is entitled for reinstatement along with continuity of service and back wages.

18. On the other hand, Learned Representative for management No.1 & 2 submitted that the workman did not report for duty after 5th July, 2020 and he had himself deserted work. Further, he was paid salary for the entire month of August, 2020 and hence, there is no violation of principles of natural justice or that of the ID Act by the management. A prayer was made that the workman was not entitled for any relief.

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19. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

20. The workman while appearing as AW1 deposed vide his affidavit Exhibit 'AW1/A' with the facts detailed in the claim statement. He submitted that he was appointed by the management on 01.11.2010 as Office Assistant and he successfully performed his duties and the management was entirely satisfied with his work & conduct. His last drawn wages were ` 20,800/- per month. He deposed that the workman was verbally appointed by the A. P. Enterprises - management No.1 and the management was also running the same type of business in the name & style of M/s Syslogics Technologies management No. 2 and management was running another company under the name & style of M/s A. P. Papers Mills Limited at Dera Bassi. All the above firms were controlled by the same management by using same phone numbers with common office. His services were utilized in the factory and its registered office as per the need of the management vide verbal order. The management No.1 to 3 are jointly & severally responsible for illegal termination. The management did not issue appointment letter, designation letter to him and the management never allowed to mark his attendance in the register. The management used to pay wages after obtaining signature on blank papers without any date. He deposed that on 16.07.2020, he was terminated by the management without issuing any memo, charge sheet or conducting any domestic inquiry, as such, the management has violated provisions of Section 25F of the ID Act. The management had never paid or offered notice pay in lieu of notice or compensation to the workman. Juniors to him were retained in service and termination order was bad in law.

21. AW2 Prabhakar Kumar deposed that he was appointed by the management of A. P. Enterprises w.e.f. 01.01.2009 as Driver and he continuously worked up to 09.10.2025. The co-worker Ajit Singh was appointed by the management w.e.f. 01.11.2010 as Office Assistant. He was punctual and honest for his duties. Respondent No.1 & 2 used as Head Office of management No.3 and sale purchase office for product of management No.3. All the above factories were controlled by the same management by using same phone number with common office. The management never issued appointment letter designation letter, wages slip, leave with wages card and services of the workman Ajit Singh were terminated illegally on 16.07.2020. No inquiry was conducted before termination. No notice pay in lieu of notice was paid and no compensation was given to him.

22. On the other hand, MW1 Sunil Kumar Jusht deposed that the workman was employed with management No.1 and never employed with management No.2 & 3. The workman had worked with management No.1 till 05.07.2020. It is denied that services of the workman were terminated on 16.07.2020 or on any other date. It is submitted that the workman absented himself from duty at his own w.e.f. 06.07.2020 without any intimation, permission and sanction of leave. Several attempts were made by the management to contact him. On 16.07.2020, the workman was called to resume his duty but he deliberately avoided joining on one pretext or other and continued to delay his joining. He deposed that during COVID-19 pandemic, the workman had started his own business of manufacturing bags and readymade garments and actively marketing the same which shows that he voluntarily abandoned the job and was not unemployed as averred by him. It is deposed that it was not a case of termination rather a case of voluntarily abandonment / desertion of service which disentitles him from any relief under the ID Act. It is submitted that the management had paid one & a half month's salary for the period 16.07.2020 to 31.08.2020 through bank which was duly reflected in bank account of the workman whereas he was eligible for only one month's notice pay but the management on humanitarian grounds gave 15 days extra salary. As such, there was no violation of Section 25F of the ID Act. Further, no employer-employee relation existed between management No.2 & 3 and workman. Management No.1 was a small establishment and was not having more than five employees at any point of time, therefore, Shops and Commercial Establishment Act was not applicable on management No.1 and the same had already been defunct after demise of one of the Partners namely Late Shri Sandeep Goyal, who died on 21.07.2021 and thereafter management No.1 was non-operational having no staff. It is further submitted that during his course of employment the workman was found indulging in un-authorised removal and misappropriation of official record and documents belonging to the management. On several occasions, he was caught while taking away office documents without any authority. However, considering his long association and on humanitarian grounds, the management forgave his acts and did not initiate any disciplinary action against him and the

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allegation in the claim statement regarding illegal termination and violation of Section 25G & 25H of the ID Act were vague.

23. It transpires from the record that the workman has submitted that he was appointed as Marketing by the management on 01.11.2010 and he had worked up to 05.07.2020. The management in its written reply had stated that the workman had worked with A. P. Enterprises till 5th July, 2020 and his services were terminated on 16th July, 2020. The workman while appearing as AW1 has deposed that he was appointed by the management w.e.f. 01.11.2010 as Office Assistant. During his cross-examination, he stated that he was working on the position of Field Executive of three companies of the management since the year 2010. He further admitted that he remained working up to 16.07.2020 when his services were terminated. The workman in his claim statement has mentioned that he was working as Marketing and in his examination in chief he stated that he was working as Office Assistant and during his cross-examination he stated that he was working as Field Executive. Pleadings as well as oral testimony makes the Court to believe that the workman himself is not aware about his designation or position wherein he was working with the management.

24. It is the case of the workman that he had worked continuously with the management till 16.07.2020 and during his oral testimony he stated that during his service period his services was also used by management No.1 &2 as well as management No.3. The workman has placed on record receipt dated 09.03.2020 issued by Syslogics Technologies (Exhibit 'AW1/1'); authority letter dated 27.09.2019 issued by A.P. Enterprises (Exhibit 'AW1/5'); certificate issued by Syslogics Technologies (Exhibit 'AW1/6') and experience certificate dated 12.03.2013 and 03.02.2015 issued by A. P. Paper Mills (Exhibit 'AW1/7' AW1/8). All the documents clearly prove that the workman worked with the management and performed duties for their establishments. MW1 in his cross-examination admitted that management No.1, 2 & 3 has common office and common office was used by management No.3 for the mailing purpose. He admitted that A. P. Enterprises and A. P. Paper Mills were using the same phone number, though at the same time he stated that phone numbers were registered under different name.

25. Learned Representative for the workman submitted that the services of the workman were terminated by the management on 16.07.2020 without any rhyme or reason. On the other hand, Learned Representative for management submitted that the workman did not report for duty after 5th July, 2020 and the management has no option but to terminate his services. Learned Representative for the workman further submitted that the workman has requested the management verbally as well as in writing to take him back on duty but the management did not hear his genuine request. He submitted that MW1 during his cross-examination admitted that no written communication i.e. notice, memo was issued to the workman when he remained absent from duty. Admittedly, MW1 in his oral testimony stated that he verbally communicated with the workman regarding his absence from duty and no domestic inquiry was conducted against him. However, the workman in his pleadings as well oral testimony submitted that he had requested the management verbally as well as in writing to take him back on duty but the management did not pay any heed to his request. No request in writing stated to have been made by the workman has been produced on record.

26. The workman is his claim statement has mentioned that he had worked with management up to 05.07.2020. In his examination-in-chief he stated that his services were terminated by the management on 16.07.2020. During his cross-examination he stated that after 10-12 days,on relaxation in lock down, he started doing the office work and remained working up to 16.07.2020 when his services were terminated by the management. MW1 in his oral testimony stated that the workman has absented himself from duty at its own w.e.f. 06.07.2020 without any intimation, permission, or sanctioned leave and on 16.07.2020 he was called and requested to resume his duties but he deliberately avoided joining work onone pretext or other. No evidence has been led by the workman to establish that he had actually worked with the management w.e.f. 05.07.2020 till 15.07.2020.

27. It is the case of the management that the management has given one month's notice pay to the workman along with 15 days extra pay on humanitarian grounds and the said payment was made to the workman through bank transaction. The workman during his cross-examination stated that he was receiving salary in account with Canara Bank, Chandigarh and he was having no other bank account. He was directed to bring the bank account statement for the period November, 2010 up to date but the workman did not

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produce the bank account statement. The workman has not mentioned either in his pleadings or in his affidavit Exhibit 'AW1/A' that he had received the salary for the month of August, 2020 along with 15 days extra salary from the management after his alleged termination. He has failed to produce the statement of bank account which clearly shows that he had concealed the material facts from the Court.

28. It is the contention of the workman that the management has terminated his services without any rhyme or reason whereas the management has pleaded that the workman has himself left the job and he did not report for duty after 5th July, 2020. The onus to prove that the management has terminated the services of the workman illegally lays heavily upon the workman. However, he has failed in this regard as there is no cogent evidence on record to establish that the workman had reported to the management after 6th July, 2020. There is no document on record produced by the workman reflecting that he had requested the management to take him back on duty after 16th July, 2020. Pleadings of the workman are silent qua receipt of one & half month's salary from the management after 16.07.2020. All these facts & circumstances in totally make this Court to believe that the workman himself abandoned the job and resultantly, issue No.1 stands decided against the workman and in favour of the management whereas issue No.2 & 3 stand decided in favour of the management and against the workman.

Relief

29. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 11, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANGE OF NAME

I, Ahamad Alam S/o Magarib R/o House No. 1029, Sector 45, Burail, Chandigarh, have changed my minor daughter's name from Ume Nazara to Ume Nazra.

[1202-1]

I, Deepam Batta S/o Anil Batta R/o House No. 2841, Sector 38-C, Chandigarh, have changed my minor son name from Baby of one Pridhi to Navish Batta.

[1203-1]

I, Nafisa W/o Aslam R/o # 364, Small Flats, Housing Board Complex, Dhanas, Chandigarh (160014), I have changed my name from Nafisa to Nafisa Khatoon.

[1204-1]

I, Kushail S/o Shyam Lal R/o House No. 385, Shastri Nagar, Sector 13, Mani Majra Chandigarh, have changed my name from Kushail to Kushehar.

[1205-1]

I, Ratan S/o Pardeep Kumar R/o # 2005/9, Sector 32-C, Chandigarh, have changed my name to Rattan.

[1206-1]

I, Vikas Kumar S/o Ashok Kumar Garg R/o House No. 3034, Ajanta Co-op House Building Society, Sector 51, Chandigarh, have changed my name from Vikas Kumar to Vikas Kumar Garg.

[1207-1]

I, Siddharth, S/o Vishal Gupta, R/o House No. 1131, Sector 43-B, Chandigarh – 160022, have changed my name to Siddharth Gupta.

[1208-1]

I, Madhu *alias* Madhu Kashyap D/o Agya Ram Kashyap R/o House No. 1131, Sector 43-B, Chandigarh – 160022, have changed my name from Madhu *alias* Madhu Kashyap to Madhu Gupta.

[1209-1]

I, Vishal S/o Kapur Chand Gupta R/o House No. 1131, Sector 43-B, Chandigarh – 160022, have changed my name from Vishal to Vishal Gupta.

[1210-1]

I, Amit Kumar S/o Surinder Kumar, House No. 2129, Sector 52-D, Chandigarh, have changed my minor son name from Baby one of Priyanka to Samarth.

[1211-1]

I, Jony Piwhal S/o Raju Piwhal, House No. 626, Kachi Colony, Dhanas Chandigarh, have changed my minor son name from Baby two of Gurjeet Kaur to Tushar Piwhal.

[1212-1]

I, Happy S/o Kashmiri Lal R/o House No. 35, Kaimbwala, Chandigarh, have changed my minor son name from Kush to Khush Choudhary.

[1213-1]

I, Dharampal Singh Thukral OR D.S. Thukral S/o Inderjeet Singh R/o House No. 1206, Sector 19-B, Chandigarh – 160019, have changed my name to Dharampal Singh Thukral.

[1214-1]

I, Bir Mohd S/o Kaka R/o 1608, Near Killa, Manimajra, Chandigarh, do have changed my name Bir Mohd to Bir Mohamad.

[1215-1]

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I, Shanideval S/o Ram Sagar R/o House No. 5136, Maloya Colony, Chandigarh, have changed my name to Sani Deval.

[1216-1]

I, Bablu S/o Om Parkash R/o # 318, Dadumajra Colony, Sector 38 West Chandigarh, have changed my name to Bablu Kumar Chandel.

[1217-1]

I, Nikita D/o Madan Mohan Gupta R/o 1412/B, Sector-61, Chandigarh, have changed my minor son name from Garvit (old name) to Garvit Gupta (new name).

[1218-1]

I, Raju S/o Raghu Nandan, House No. 2320, Sector 22-C, Chandigarh, have changed my minor daughter name from Baby two of Sneha to Samayra Sonkar.

[1219-1]

I, Sonu S/o Diwan Chand R/o House No. 4, Khudda Jassu Chandigarh, have changed my minor daughter my minor daughter name from Yeetika to Yitika Sehawal.

[1220-1]

I, Gurcharan Singh S/o Tarsem Kumar R/o House No. 406, Village Kishangarh Chandigarh, have changed my minor son name from Sunil to Sunil Labana.

[1221-1]

I, Vishwa Nath S/o Shyam Lal R/o House No. 80, Bapu Dham Colony, Phase-1, Sector 26, Chandigarh, have changed my name to Vishwanath.

[1222-1]

I, Lajji Devi W/o Mr. Vinod Kumar Resi. of # 804, Sector 7-B, Chandigarh, declare that I have changed my name from Lajji Devi to LAJJI.

[1223-1]

I, Hari Parsad Singh S/o Kanhaiya Singh House No. 144, Khuda Alisher, Chandigarh, have changed my minor son name from Baby of Mithlesh Devi to Viraj Singh.

[1224-1]

I, Kamini Thakur W/o Parvin Kumar R/o House No. 38, Hallomajra Chandigarh, have changed my minor son name from Rajniesha to Rajneesh.

[1225-1]

I, Parveen Thakur S/o Braham Dev R/o House No. 38, Hallomajra Chandigarh, have changed my name from Parveen Thakur to Parvin Kumar.

[1226-1]

I, Simran W/o Manjit Singh R/o # 2340, Mari Wala Town, Manimajra Chandigarh, have changed my naem from Simran to Suman Rani.

[1227-1]

I, Manju Devi W/o Suresh Kumar Garg, House No. 3011, Sector 37-D, Chandigarh, have changed my name to Manju Garg.

[1228-1]

I, Majibula S/o Dil Hasan, House No. 1140-A, Small Flats Housing Board Complex Dhanas Chandigarh, have changed my minor son name from Majhar Hussain to Majahar Husain.

[1229-1]

I, Amit Rathi S/o Sh. Vijay Pal Singh R/o House No. 621, Sector 22-A, Chandigarh, have changed my name from Amit Rathi to Amit Kumar.

[1230-1]

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I, Mohmad Talib S/o Mohd Matloob R/o # 335, Daria Chandigarh, have changed my name to Mohd Talib.

[1231-1]

I, Jai Saran S/o Mahesh R/o # 363, Kachi Colony, Dhanas, Chandigarh, have changed my minor son name from Baby one of Suman to Anurag.

[1232-1]

I, Mohammad Baquar Khalid S/o Mohammad Naushad R/o # 693, Hallomajra, Chandigarh, have changed my name to MD Baquar Khalid.

[1233-1]

I, Sandhya Uria D/o Moni Signabam R/o House No. 50/37, Sector 42-B, Village Attwa, Chandigarh, have changed my name to Sandhya Signabam.

[1234-1]

I, Jitender S/o Prem Lal R/o House No. 2175, Mouli Jagran Complex Chandigarh, have changed my name from Jitender to Jatinder Kumar.

[1235-1]

I, Shiv Kumari Wife of Shiv Kumar, Resident of House No. 2311, Sector 52, Chandigarh-160036, have changed my name from Shiv Kumari to Sushila.

[1236-1]

I, Bidhu W/o Jarnail Singh R/o # 3170, Sector 15-D, Chandigarh-160015, have changed my name to Bidhu Chaudhary.

[1237-1]

I, Poonam Singasan Gaud, House No. 1735, Hallo Majra Chandigarh, have changed my name from Poonam Singasan Gaud to Poonam Gaud.

[1238-1]

I, Raj Mangal Chouhan S/o Sukh Bhajan, House No. 34, Village Dadu Majra, Chandigarh, have changed my name from Raj Mangal Chouhan to Raj Mangal.

[1239-1]

I, Anuj S/o Ramsamujh, R/o # 1036, Phase-2, Ramdarbar Chandigarh-160002, have changed my minor son's name from Pintoo to Shivaay.

[1240-1]

I, Tushar Aggarwal S/o Jagatvir Aggarwal R/o # 293/1, Sector 41-A, Chandigarh, declare that I have changed my minor daughter's name from Tanvi to Tanvi Aggarwal.

[1241-1]

I, Kamaljeet W/o Munish Munde R/o 456/2, Sector 52, Kajheri Chandigarh, have changed my minor son name from Baby Kamaljit to Amrit Munde.

[1242-1]

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